

## Exhibit C

### Breckenridge Firm Natural Gas Sales Contract

**FIRM NATURAL GAS SALES CONTRACT**

This Natural Gas Sales Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between *e prime Energy Marketing, Inc.* ("Seller") and **BBD Acquisition Company** (Buyer). Buyer and Seller stipulate and agree as follows:

**SALES PERIOD:** Effective one (1) year beginning on September 1, 2001, or the first of the month in which there is initial gas flow as reported by Public Service Company of Colorado d/b/a Xcel Energy. This contract will extend year to year thereafter from the effective date unless canceled by written notice, at least sixty (60) days prior to the effective date, from one party to the other. For those volumes delivered after the Initial Term expires, Buyer shall pay Seller a variable rate calculated as 100% of the first of the month index price published in INSIDE F.E.R.C. for CIG, plus \$0.50 per Dth, plus all applicable supply and firm service charges and full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges to deliver such gas to Delivery Point, plus applicable state and local taxes for all volumes delivered to Delivery Point. This agreement supercedes any and all previously executed Natural Gas sales Contracts between Buyer and Seller.

**QUANTITY:** Full requirements of Buyer at its facility located 2210 Blake Street, Denver, CO (Delivery Point).

**SHIPPER:** Seller

**LEVEL OF SERVICE:** - Firm. Public Service Company of Colorado d/b/a Xcel Energy Load Points: Meter # 885268

**PRICE:** Inside F.E.R.C.'s Gas Market Report first of the month CIG index plus \$0.50 per Dth, plus all supply and all transportation service charges to deliver such gas to Public Service Company of Colorado d/b/a Xcel Energy at a suitable interconnect plus full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges, plus applicable sales taxes and local franchise fees. **Buyer retains the right to trigger, at any time, a mutually acceptable fixed price for twelve (12) months.** In the event Seller is unable to deliver gas at anytime during the term of this Contract for reasons of Force Majeure, Buyer may buy its gas from Public Service Company of Colorado d/b/a Xcel Energy during such periods. Once such period ends Buyer will once again buy gas from Seller. Quantities consumed over the Peak Day Quantity will be priced at the market rate for that day plus all penalties imposed by the utility.

**PAYMENT DATE:** Within ten (10) days of receipt of invoice. Seller shall have the right to charge interest at one and a half percent per month for late payments. Seller also may terminate the contract in the event Buyer's financials are inadequate to assure payment in Seller's sole discretion.

**QUALITY AND MEASUREMENT:** All gas shall be measured by a meter or other measuring device maintained by Public Service Company of Colorado (Public Service Company of Colorado d/b/a Xcel Energy). Public Service Company of Colorado d/b/a Xcel Energy's rules, guidelines and policies, as may be changed from time to time, shall define and set forth, among other things, the units of measurement, measurement specifications, and delivery terms and specifications of the gas to be delivered to Buyer pursuant hereto.

**FORCE MAJEURE:** Other than to make payments due hereunder, Buyer and Seller are excused from performance under this Agreement during periods of Force Majeure. The term "Force Majeure" as employed herein shall mean any act not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome including changes in the Public Service Company of Colorado d/b/a Xcel Energy tariff.

**SPECIAL PROVISIONS:** Seller is responsible for and shall indemnify Buyer against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Seller's possession or handling of the gas sold under this Contract prior to its delivery to Buyer's property. Buyer is responsible for and shall indemnify Seller against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Buyer's possession or handling of the gas sold under this Contract on or following delivery to Buyer's property. Except as specifically provided in the preceding two sentences, except in cases of intentional misconduct or gross negligence, **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHETHER CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE RELATED TO THIS CONTRACT.** Seller shall be entitled on all non-residential accounts to its costs of collection (including reasonable attorney's fees) on amounts not paid when due. Seller will install necessary phone line(s) and metering equipment provided such costs are reasonable. Subsequent ownership and maintenance of the lines resides with the buyer. Buyer may assign this Agreement provided prior written consent has been obtained from the Seller, which consent will not be unreasonably withheld. Except for the foregoing, the Buyer may not assign this Agreement. Seller reserves the right of first refusal and the right to match competitive offers to sell Buyer natural gas and electricity, in the event retail wheeling of electricity occurs, at market rates continuing this contract.

Agreed to and accepted this 29 day of

August, 2001.

e prime Energy Marketing, Inc.  
SELLER

BY: Mark Cory

Retail Sales Manager

Agreed to and accepted this 17 day of

Aug, 2001.

BBD Acquisition Company  
BUYER

BY: BT Langton

Title: Controller

**FIRM NATURAL GAS SALES CONTRACT**

This Natural Gas Sales Contract is made and entered into this \_\_\_\_ day of \_\_\_\_, 2001, by and between e prime Energy Marketing, Inc. ("Seller") and BBI Acquisition Co. (Buyer). Buyer and Seller stipulate and agree as follows:

**SALES PERIOD:** Effective one (1) year beginning on September 1, 2001, or the first of the month in which there is initial gas flow as reported by Public Service Company of Colorado d/b/a Xcel Energy. This contract will extend year to year thereafter from the effective date unless canceled by written notice, at least sixty (60) days prior to the effective date, from one party to the other. For those volumes delivered after the Initial Term expires, Buyer shall pay Seller a variable rate calculated as 100% of the first of the month index price published in INSIDE F.E.R.C. for CIG, plus \$0.50 per Dth, plus all applicable supply and firm service charges and full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges to deliver such gas to Delivery Point, plus applicable state and local taxes for all volumes delivered to Delivery Point. This agreement supercedes any and all previously executed Natural Gas sales Contracts between Buyer and Seller.

**QUANTITY:** Full requirements of Buyer at its facility located 600 South Main Street, Breckenridge, CO (Delivery Point).

**SHIPPER:** Seller

**LEVEL OF SERVICE:** - Firm. Public Service Company of Colorado d/b/a Xcel Energy Load Points: Meter # 1107469

**PRICE:** Inside F.E.R.C.'s Gas Market Report first of the month CIG Index plus \$0.50 per Dth, plus all supply and all transportation service charges to deliver such gas to Public Service Company of Colorado d/b/a Xcel Energy at a suitable interconnect plus full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges, plus applicable sales taxes and local franchise fees. **Buyer retains the right to trigger, at any time, a mutually acceptable fixed price for twelve (12) months.** In the event Seller is unable to deliver gas at anytime during the term of this Contract for reasons of Force Majeure, Buyer may buy its gas from Public Service Company of Colorado d/b/a Xcel Energy during such periods. Once such period ends Buyer will once again buy gas from Seller. Quantities consumed over the Peak Day Quantity will be priced at the market rate for that day plus all penalties imposed by the utility.

**PAYMENT DATE:** Within ten (10) days of receipt of invoice. Seller shall have the right to charge interest at one and a half percent per month for late payments. Seller also may terminate the contract in the event Buyer's financials are inadequate to assure payment in Seller's sole discretion.

**QUALITY AND MEASUREMENT:** All gas shall be measured by a meter or other measuring device maintained by Public Service Company of Colorado (Public Service Company of Colorado d/b/a Xcel Energy). Public Service Company of Colorado d/b/a Xcel Energy's rules, guidelines and policies, as may be changed from time to time, shall define and set forth, among other things, the units of measurement, measurement specifications, and delivery terms and specifications of the gas to be delivered to Buyer pursuant hereto.

**FORCE MAJEURE:** Other than to make payments due hereunder, Buyer and Seller are excused from performance under this Agreement during periods of Force Majeure. The term "Force Majeure" as employed herein shall mean any act not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome including changes in the Public Service Company of Colorado d/b/a Xcel Energy tariff.

**SPECIAL PROVISIONS:** Seller is responsible for and shall indemnify Buyer against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Seller's possession or handling of the gas sold under this Contract prior to its delivery to Buyer's property. Buyer is responsible for and shall indemnify Seller against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Buyer's possession or handling of the gas sold under this Contract on or following delivery to Buyer's property. Except as specifically provided in the preceding two sentences, except in cases of intentional misconduct or gross negligence, **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHETHER CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE RELATED TO THIS CONTRACT.** Seller shall be entitled on all non-residential accounts to its costs of collection (including reasonable attorney's fees) on amounts not paid when due. Seller will install necessary phone line(s) and metering equipment provided such costs are reasonable. Subsequent ownership and maintenance of the lines resides with the buyer. Buyer may assign this Agreement provided prior written consent has been obtained from the Seller, which consent will not be unreasonably withheld. Except for the foregoing, the Buyer may not assign this Agreement. Seller reserves the right of first refusal and the right to match competitive offers to sell Buyer natural gas and electricity, in the event retail wheeling of electricity occurs, at market rates continuing this contract.

Agreed to and accepted this 29 day of

Agreed to and accepted this 17th day of

Aug. 2001.

Aug. 2001.

e prime Energy Marketing, Inc.  
SELLER

BBI Acquisition Co.  
BUYER

Mark Cory  
BY: Mark Cory  
Retail Sales Manager

BJ Langston  
BY: BJ Langston  
Title: Controller

**FIRM NATURAL GAS SALES CONTRACT**

This Natural Gas Sales Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between a *prime Energy Marketing, Inc.* ("Seller") and **Breckenridge Bar-B-Que, LTD** (Buyer). Buyer and Seller stipulate and agree as follows:

**SALES PERIOD:** Effective one (1) year beginning on September 1, 2001, or the first of the month in which there is initial gas flow as reported by Public Service Company of Colorado d/b/a Xcel Energy. This contract will extend year to year thereafter from the effective date unless canceled by written notice, at least sixty (60) days prior to the effective date, from one party to the other. For those volumes delivered after the Initial Term expires, Buyer shall pay Seller a variable rate calculated as 100% of the first of the month index price published in INSIDE F.E.R.C. for CIG, plus \$0.50 per Dth, plus all applicable supply and firm service charges and full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges to deliver such gas to Delivery Point, plus applicable state and local taxes for all volumes delivered to Delivery Point. This agreement supercedes any and all previously executed Natural Gas sales Contracts between Buyer and Seller.

**QUANTITY:** Full requirements of Buyer at its facility located 301 South Main Street, Breckenridge, CO 80424 (Delivery Point).

**SHIPPER:** Seller

**LEVEL OF SERVICE:** - Firm. Public Service Company of Colorado d/b/a Xcel Energy Load Points: Meter # 518467

**PRICE:** Inside F.E.R.C.'s Gas Market Report first of the month CIG Index plus \$0.50 per Dth, plus all supply and all transportation service charges to deliver such gas to Public Service Company of Colorado d/b/a Xcel Energy at a suitable interconnect plus full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges, plus applicable sales taxes and local franchise fees. **Buyer retains the right to trigger, at any time, a mutually acceptable fixed price for twelve (12) months.** In the event Seller is unable to deliver gas at anytime during the term of this Contract for reasons of Force Majeure, Buyer may buy its gas from Public Service Company of Colorado d/b/a Xcel Energy during such periods. Once such period ends Buyer will once again buy gas from Seller. Quantities consumed over the Peak Day Quantity will be priced at the market rate for that day plus all penalties imposed by the utility.

**PAYMENT DATE:** Within ten (10) days of receipt of invoice. Seller shall have the right to charge interest at one and a half percent per month for late payments. Seller also may terminate the contract in the event Buyer's financials are inadequate to assure payment in Seller's sole discretion.

**QUALITY AND MEASUREMENT:** All gas shall be measured by a meter or other measuring device maintained by Public Service Company of Colorado (Public Service Company of Colorado d/b/a Xcel Energy). Public Service Company of Colorado d/b/a Xcel Energy's rules, guidelines and policies, as may be changed from time to time, shall define and set forth, among other things, the units of measurement, measurement specifications, and delivery terms and specifications of the gas to be delivered to Buyer pursuant hereto.

**FORCE MAJEURE:** Other than to make payments due hereunder, Buyer and Seller are excused from performance under this Agreement during periods of Force Majeure. The term "Force Majeure" as employed herein shall mean any act not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome including changes in the Public Service Company of Colorado d/b/a Xcel Energy tariff.

**SPECIAL PROVISIONS:** Seller is responsible for and shall indemnify Buyer against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Seller's possession or handling of the gas sold under this Contract prior to its delivery to Buyer's property. Buyer is responsible for and shall indemnify Seller against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Buyer's possession or handling of the gas sold under this Contract on or following delivery to Buyer's property. Except as specifically provided in the preceding two sentences, except in cases of intentional misconduct or gross negligence, **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHETHER CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE RELATED TO THIS CONTRACT.** Seller shall be entitled on all non-residential accounts to its costs of collection (including reasonable attorney's fees) on amounts not paid when due. Seller will install necessary phone line(s) and metering equipment provided such costs are reasonable. Subsequent ownership and maintenance of the lines resides with the buyer. Buyer may assign this Agreement provided prior written consent has been obtained from the Seller, which consent will not be unreasonably withheld. Except for the foregoing, the Buyer may not assign this Agreement. Seller reserves the right of first refusal and the right to match competitive offers to sell Buyer natural gas and electricity, in the event retail wheeling of electricity occurs, at market rates continuing this contract.

Agreed to and accepted this 24 day of

August, 2001.

e prime Energy Marketing, Inc.  
SELLER

Mark Cory  
BY: Mark Cory  
Retail Sales Manager

Agreed to and accepted this 17 day of

Aug. 2001.

Breckenridge Bar-B-Que, LTD  
BUYER

B.J. Langton  
BY: B.J. Langton  
Title: Controller

**IRM NATURAL GAS SALES CONTRACT**

This Natural Gas Sales Contract is made and entered into this \_\_\_\_ day of \_\_\_\_, 2001, by and between *e prime Energy Marketing, Inc.* ("Seller") and Breckenridge Brewery of CO LLC (Buyer). Buyer and Seller stipulate and agree as follows:

**SALES PERIOD:** Effective one (1) year beginning on **September 1, 2001**, or the first of the month in which there is initial gas flow as reported by Public Service Company of Colorado d/b/a Xcel Energy. This contract will extend year to year thereafter from the effective date unless canceled by written notice, at least sixty (60) days prior to the effective date, from one party to the other. For those volumes delivered after the Initial Term expires, Buyer shall pay Seller a variable rate calculated as 100% of the first of the month index price published in INSIDE F.E.R.C. for CIG, plus \$0.50 per Dth, plus all applicable supply and firm service charges and full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges to deliver such gas to Delivery Point, plus applicable state and local taxes for all volumes delivered to Delivery Point. This agreement supercedes any and all previously executed Natural Gas sales Contracts between Buyer and Seller.

**QUANTITY:** Full requirements of Buyer at its facility located 471 Kalamath Street, Denver CO (Delivery Point).

**SHIPPER:** Seller

**LEVEL OF SERVICE** - Firm. Public Service Company of Colorado d/b/a Xcel Energy Load Points: Meter # 1107087

**PRICE:** Inside F.E.R.C.'s Gas Market Report first of the month CIG Index plus \$0.50 per Dth, plus all supply and all transportation service charges to deliver such gas to Public Service Company of Colorado d/b/a Xcel Energy at a suitable interconnect plus full rate PUC approved Public Service Company of Colorado d/b/a Xcel Energy firm TF transportation charges, plus applicable sales taxes and local franchise fees. **Buyer retains the right to trigger, at any time, a mutually acceptable fixed price for twelve (12) months.** In the event Seller is unable to deliver gas at anytime during the term of this Contract for reasons of Force Majeure, Buyer may buy its gas from Public Service Company of Colorado d/b/a Xcel Energy during such periods. Once such period ends Buyer will once again buy gas from Seller. Quantities consumed over the Peak Day Quantity will be priced at the market rate for that day plus all penalties imposed by the utility.

**PAYMENT DATE:** Within ten (10) days of receipt of invoice. Seller shall have the right to charge interest at one and a half percent per month for late payments. Seller also may terminate the contract in the event Buyer's financials are inadequate to assure payment in Seller's sole discretion.

**QUALITY AND MEASUREMENT:** All gas shall be measured by a meter or other measuring device maintained by Public Service Company of Colorado (Public Service Company of Colorado d/b/a Xcel Energy). Public Service Company of Colorado d/b/a Xcel Energy's rules, guidelines and policies, as may be changed from time to time, shall define and set forth, among other things, the units of measurement, measurement specifications, and delivery terms and specifications of the gas to be delivered to Buyer pursuant hereto.

**FORCE MAJEURE:** Other than to make payments due hereunder, Buyer and Seller are excused from performance under this Agreement during periods of Force Majeure. The term "Force Majeure" as employed herein shall mean any act not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome including changes in the Public Service Company of Colorado d/b/a Xcel Energy tariff.

**SPECIAL PROVISIONS:** Seller is responsible for and shall indemnify Buyer against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Seller's possession or handling of the gas sold under this Contract prior to its delivery to Buyer's property. Buyer is responsible for and shall indemnify Seller against any liabilities or losses (including attorneys' fees and other expenses) on account of personal injuries and/or damage to tangible property arising out of Buyer's possession or handling of the gas sold under this Contract on or following delivery to Buyer's property. Except as specifically provided in the preceding two sentences, except in cases of intentional misconduct or gross negligence, **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHETHER CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE RELATED TO THIS CONTRACT.** Seller shall be entitled on all non-residential accounts to its costs of collection (including reasonable attorney's fees) on amounts not paid when due. Seller will install necessary phone line(s) and metering equipment provided such costs are reasonable. Subsequent ownership and maintenance of the lines resides with the buyer. Buyer may assign this Agreement provided prior written consent has been obtained from the Seller, which consent will not be unreasonably withheld. Except for the foregoing, the Buyer may not assign this Agreement. Seller reserves the right of first refusal and the right to match competitive offers to sell Buyer natural gas and electricity, in the event retail wheeling of electricity occurs, at market rates continuing this contract.

Agreed to and accepted this 21 day of

Aug 1, 2001.

e prime Energy Marketing, Inc.  
SELLER

Mark Cory  
BY: Mark Cory  
Retail Sales Manager

Agreed to and accepted this 12<sup>th</sup> day of

Aug, 2001.

Breckenridge Brewery of CO LLC  
BUYER

BJ Langton  
BY: BJ Langton  
Title: Controller